

EXHIBIT A-9



**2017-2018 STUDENT CONTRACT
FOR
ACADEMIC AND BEHAVIOR SCHOOL-EAST**

Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, Harris County Department of Education ("HCDE") and the Harmony Public Schools, ("HPS") hereby enter into an Interlocal Contract ("Contract") for the purpose of providing educational and related services for eligible students with disabilities of the HPS and to state the terms, rights and duties of the contracting parties.

1. For the period beginning **February 26, 2018** and ending **June 6, 2018**, HCDE agrees to provide services described herein for **Student #1** as an eligible student(s) with disabilities (referred to herein as "student") who is a resident of the HPS.
2. HCDE agrees to provide specialized facilities and properly certified/licensed personnel necessary to appropriately educate and provide instructional and counseling services to the student in accordance with applicable law. During the period of this agreement, if HCDE fails to provide the necessary specialized facilities and certified personnel, the HPS may terminate services until such time as HCDE can provide the necessary specialized services contracted herein. HCDE will not be held responsible for the services contracted herein if the necessary specialized facilities and properly certified/licensed personnel are unavailable.
3. HCDE agrees to furnish the HPS with a monthly statement of student attendance.
4. HCDE agrees to maintain necessary records and accounts in order to assure that funds received from the HPS have been expended for the services described herein. HCDE agrees to provide these records and other information as may be required by the HPS.
5. The students served under this Contract have been classified by the Admission, Review and Dismissal (ARD) Committee of the school of regular attendance within the HPS, and recommended for services as described herein. The ARD Committee of the HPS has affirmed the classification and approved the recommendation of such contracted services.
6. HPS will provide copies of all pertinent school records on the student with parental or guardian permission. HPS agrees to furnish HCDE a copy of any additional pertinent documents regarding the student(s) which may be obtained by the HPS during the term of this Contract. HCDE will be available for participation with the HPS ARD Committee in the development of the Individualized Education Plan (IEP). HCDE will update the HPS on the implementation of the IEP at least once a year. A member of the HPS special education personnel will monitor, assess and evaluate the student's progress as established by the IEP, including at least one on-site visit annually.
7. In consideration of the services provided herein, the HPS agrees to pay HCDE the total of **In-County ED** fee of **\$10,500** to be paid in the following manner:
\$3,000 a month for no more than three and a half months. Tuition and fees for student's month of enrollment will be prorated as follows:

For students who enroll before the 15th of the month, the full monthly fee will be charged.

For students who enroll on or after the 15th of the month, half of the monthly tuition will be charged.

No proration will be given if a student withdraws before the end of the month.

In the event that HPS makes a payment to HCDE with a credit card, HPS agrees to pay to HCDE a surcharge fee consisting of any applicable credit card fees and costs borne by HCDE, including, without limitation, the processing fee(s) charged to HCDE by the credit card company(ies).

James Colbert, Jr., Superintendent

6300 Irvington Boulevard * Houston, Texas 77022 * Tel: 713.694.6300 * www.hcde-texas.org

HCDE 00455

HPS may sell unused units to another district upon obtaining HCDE's prior written consent.

8. The source of funding for this contract will be from _____ (federal, state or local) funds. The parents of the students shall not be charged for the services contracted under this Contract.
9. HCDE will follow IDEA (Individuals with Disabilities Education Act) and other applicable laws when considering dismissal and/or expulsion.
10. This Contract may be amended only by the mutual agreement of the parties, in a writing to be attached to and incorporated in this Contract.
11. Each party paying for the performance of governmental functions must make those payments from current revenues available to the paying party.
12. Neither this Contract nor any duties or obligations under it shall be assignable by either party without the prior written acknowledgment and authorization of the other party.
13. Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed as follows:

HCDE

Attention:

James Colbert, Jr., County School Superintendent
6300 Irvington Boulevard
Houston, Texas 77022-5618

HISD

Attention:

Dr. Eugene Eski, District Superintendent
9421 West Sam Houston Parkway South
Houston, Texas 77099

Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Article.

14. This Contract shall be construed under the laws of the State of Texas and mandatory and exclusive venue in any action arising out of this Contract shall be in Harris County, Texas.
15. This Contract does not create a joint venture or business partnership under Texas law.
16. Each party acknowledges that this Contract has been authorized by the governing body of each party to the Contract.
17. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.


District School Superintendent/Designee


Harris County School Superintendent

2/21/2018

Date

4/2/18

Date

For HCDE Office use only: Revenue Account No. 19980060100131 57250000 ABS-East

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HCDE 00456